



Notice of Service of Process

null / ALL
Transmittal Number: 22557631
Date Processed: 01/13/2021

Primary Contact: Legal Department
American Family Mutual Insurance
6000 American Pkwy
Madison, WI 53783-0001

Entity: American Family Mutual Insurance Company
Entity ID Number 3195323

Entity Served: American Family Mutual Insurance Company

Title of Action: Mason Howerton vs. American Family Mutual Insurance Company

Document(s) Type: Summons/Complaint

Nature of Action: Contract

Court/Agency: St. Louis City Circuit Court, MO

Case/Reference No: 2022-CC10475

Jurisdiction Served: Missouri

Date Served on CSC: 01/12/2021

Answer or Appearance Due: 30 Days

Originally Served On: CSC

How Served: Personal Service

Sender Information: J. Thomas Mihalcz
314-315-8111

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

EXHIBIT A



**SPECIAL PROCESS SERVER
IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI**

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 2022-CC10475	Special Process Server 1
Plaintiff/Petitioner: MASON HOWERTON	Plaintiff's/Petitioner's Attorney/Address JOHN THOMAS MIHALCZO 1000 WASHINGTON AVE ST LOUIS, MO 63101	Special Process Server 2
vs.		Special Process Server 3
Defendant/Respondent: AMERICAN FAMILY MUTUAL INSURANCE COMPANY	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	
Nature of Suit: CC Pers Injury-Vehicular		(Date File Stamp)

Alias Summons in Civil Case

The State of Missouri to: **AMERICAN FAMILY MUTUAL INSURANCE COMPANY**
Alias:

CSC LAWYERS INC SERVICE CO
221 BOLIVAR STREET
JEFFERSON CITY, MO 65101
COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

January 8, 2021

Date

Clerk

Further Information:

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.
- ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with _____, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.
- ☐ (for service on a corporation) delivering a copy of the summons and a copy of the complaint to: _____ (name) _____ (title).
- ☐ other: _____

Served at _____ (address)
in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date).

(Seal)

My commission expires: _____

Date

Notary Public

Sheriff's Fees, if applicable

Summons	\$ _____
Non Est	\$ _____
Sheriff's Deputy Salary	
Supplemental Surcharge	\$ 10.00
Mileage	\$ _____ (_____ miles @ \$._____ per mile)
Total	\$ _____

A copy of the summons and a copy of the petition must be served on **each** defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

**IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI**

MASON HOWERTON,

Plaintiff,

vs.

AMERICAN FAMILY MUTUAL
INSURANCE COMPANY

SERVE:

CSC-Lawyers Incorporating Service Co.
221 Bolivar Street
Jefferson City, MO 65101

Defendants.

Cause Number:

Division Number:

COMPLAINT

COMES NOW, Plaintiff Mason Howerton, by and through counsel Bollwerk & Tatlow LLC states the following for his Complaint against Defendant American Family Insurance Company ("American Family"):

COUNT I

1. Plaintiff Mason Howerton is and was at all times mentioned herein a resident of St. Louis County, Missouri.
2. Upon information and belief, Defendant American Family Insurance Co was at all times herein mentioned a corporation in good standing and authorized by the Missouri Department of Insurance to conduct business in the state of Missouri.

3. On or about March 11, 2019, Plaintiff Mason Howerton operated his vehicle onto an off-ramp of Interstate 55 northbound within the City of St. Louis and came to a complete stop at a red light.
4. As Plaintiff was stopped at the red light, he was rear-ended by a 2001 Ford F-150 driven by Mr. Keith Leathers. Mr. Leathers was later determined to be operating his Ford F-150 without valid insurance.
5. Mr. Leathers, as an uninsured driver, was negligent in the follow particulars, to wit:
 - a. As an uninsured driver, he failed to keep a careful lookout;
 - b. As an uninsured driver, he knew or by the use of the highest degree of care should have known that there was a reasonable likelihood of collision in time thereafter to have stopped, swerved, slackened speed or sounded a warning, but failed to do so;
 - c. As an uninsured driver, violated 304.017 RSMo., in that he followed behind Plaintiff's vehicle more closely than what was reasonably safe and prudent, having due regard for the speed of Plaintiff's vehicle and the traffic upon the roadway.
6. As a direct result of the negligence of Mr. Leathers, the uninsured motorist, Plaintiff Mason Howerton sustained injuries to his low back, neck, right wrist, and left knee pain.
7. Due to these injuries, Plaintiff's ability to work, labor, and enjoy life were severely impaired.

8. At all times herein mentioned, Plaintiff was an insured on a policy in full force and effect issued by Defendant American Family under policy number 2514-0141-01-43-FFPA-MO.
9. Under the provision of this policy of insurance, Mr. Howerton came within a class of persons under the uninsured motorist provision thereof for which you agreed to pay any sums to which he would be legally entitled to recover from the owner and operator of an uninsured automobile for bodily injuries arising out of the ownership, maintenance and use of said automobile.
10. Pursuant to said policy of insurance, Defendant agreed to pay damages incurred by Plaintiff, but has refused to do so.
11. Plaintiff states that at the time of the hereinafter mentioned occurrence, the aforementioned policy of insurance was in full force and effect, and that all necessary provisions have been complied with.

WHEREFORE, Plaintiff prays this Court enter judgment in his favor and to award Plaintiff fair and reasonable damages of \$25,000.00 and for such other further relief as the Court Deems appropriate.

Respectfully submitted,

/s / J. Thomas Mihalcz

J. Thomas Mihalcz, #70248MO

Phillip A. Tatlow, #41364 MO

Bollwerk & Tatlow, LLC

10525 Big Bend Boulevard

Kirkwood, MO 63122

(314) 315-8111

(314) 315-8113

jtm@bollwerkattatlow.com

Attorneys for Plaintiff Mason Howerton

CERTIFICATE OF SERVICE

I hereby certify the 10th day of December, 2020, the foregoing was electronically filed with the Clerk of the Court to be served by operation of the Court's electronic filing system upon the parties.

By: //s// J. Thomas Mihalcz III